Remarks/Arguments:

Claims 1-3, 5-8, 19-11, and 28 are pending in the application.

Claims 4, 9-18, and 23-27 were previously canceled.

Claims 9-18 and 28 are hereby canceled.

Claims 1, 2 and 8 are hereby amended.

This amendment is filed within 2 months of the mailing date of the final action.

1.   Drawings.   The drawing was objected to because of legibility. A clearer drawing was provided in response to the prior office action; and an identical copy of that drawing is attached.

2.   Claims 1-3, 5-8, 19-22 and 28 were rejected under 35 USC 112, first paragraph. On further review, Applicant now understands that its prior amendment inaccurately sought to include claim limitations that were not supported from the cross-referenced applications. Applicant appreciates the examiner's telephone discussion with Applicant's representative, and apologizes for the confusion.

In response to the rejection under 112, first paragraph, Applicant has here amended the claims (i.e., those remaining, after the cancellations hereby) to strike the matter that was not supported by the cross-referenced applications. In particular, Applicant's amendment cancels claims 19-22 and 28 and amends the other remaining claims 1-3 and 5-8.

3.   Claims 1-3, 5-8 and 19-22 were rejected under 35 USC 102(e), as anticipated by Liao.

Applicant has here canceled claims 19-22, in order to focus this amendment on the remaining system claims of the application.

Applicant's amended claim 1 provides for a wireless application service provider (ASP) server computer that communicates via standard network protocols over a wired network, and

that communicates via specialized non-standard protocols over a wireless channel. A client

device communicates with the wireless ASP server computer over the wireless channel,

according to the specialized non-standard protocols. The ASP server computer is the designated

intermediary for all communications of the client device that are destined for the server computer

and/or the wired network beyond the server computer.

In order to communicate with the ASP server computer, the client device must

communicate over the wireless channel in accord with the specialized non-standard protocols.

The ASP server computer is dedicated to communicating with the client device in this manner

and with those specialized non-standard protocols. Communications of the client device, sent

and received over the wireless channel conforming to the specialized non-standard protocols, are

handled by the ASP server computer in those specialized non-standard protocols. However, the

ASP server computer, in effecting communications over the wired network corresponding to the

wirelessly communicated specialized non-standard protocols between the server computer and

client device, serves to dedicatedly intermediate the communications and to provide standard

network protocol communications on the wired network.

In other words, the ASP server computer functions to provide corresponding wired

network communications in standard network protocols, in respect of the wireless, specialized

non-standard protocols between server device and client device. The ASP server must

intermediate all of the communications of the client device over the wireless channel, because

the specialized non-standard protocols in the communications over the wireless channel are non-

conforming to the standard network protocols of the wired network. The ASP server is able to

communicate on the wired network using standard network protocols, and translates/interprets in

order to so communicate on behalf of the client device – even though the communications

7

between server and client over the wireless channel are always non-standard.

Liao discloses an authenticated and secure communication session for transactions between a client and server in a wireless network. The transactions contemplated by Liao are secured communication between client and server, via encryption/decryption/keys, etc. The particular protocols for the communications are nonetheless "standard" network protocols, but merely encrypted and secured. Particularly, Liao refers to the standard HTTP, HTTPS, HDTP, SUGP, and UDP protocols – there is not any mention of non-standard protocols for wireless communications. Admittedly, certain of these standard protocols, such as HDTP (i.e., WAP), are intended to provide certain optimization in the wireless data communication environment, however, these are nonetheless known and standard protocols that enable/permit network (i.e., wired and wireless) communications. These are not "proprietary" in such manner as would prohibit from occurring the travel of communications in accord with these protocols over other "standard" networks.
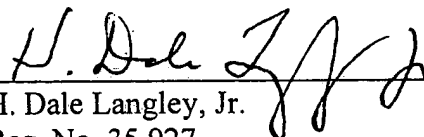
Applicant's amended claims, on the other hand, require that wireless communications between client and server accord to the non-standard protocols, in order that the server can intermediate and enable communications of the client with the standard network. The wireless client cannot otherwise communicate over the standard networks, devices, connections, etc., unless the server is intermediary for all wireless communications with the wireless client. It is solely through communications with the dedicated server that the client can effectively communicate in accordance with protocols suitable for the network and its aspects. Applicant's amended claims 2 and 8 further provide for software of the server and/or corresponding software of the client that enables the wireless inter-communications between server and client, via the specialized non-standard protocols.

Applicant respectfully requests reconsideration and withdrawal of the rejections in view of the amendment, and allowance of the remaining claims. If the Examiner has any questions or comments, the undersigned attorney for Applicant respectfully requests a call to discuss any issues. Furthermore, if the Examiner has any suggestions for clarification to the amended claims in view of this amendment and the foregoing explanations, Applicant welcomes the Examiner's suggestions.

The Office is authorized to charge any excess fees or to credit any overage to the undersigned's Deposit Account No. 50-1350.

Respectfully submitted,

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